

AGREEMENT BETWEEN
THE SCHOOL COMMITTEE OF THE TOWN OF MEDFIELD
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (SECRETARIAL)
AFL-CIO, COUNCIL #93, LOCAL 3901
JULY 1, 2017– JUNE 30, 2020

This Agreement entered into by the Medfield School Committee, hereinafter referred to as the Employer, and Local 3901, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose effective work, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

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ARTICLE 1: RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all permanent clerical employees of the Medfield School Department, excluding those who work fifteen (15) hours per week or less and all others. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make an agreement with any such group of individuals for the purpose of undermining the Union or changing any condition contained in this Agreement. Permanent status is established on the first work day after the probationary period of six (6) months.

B. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local #1298 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

C. A written list of chapter officers and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The above shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay. Reasonable time off shall be designed as a period of time that will not seriously affect any of the employees from executing their regular duties.

ARTICLE 2: MANAGEMENT POLICIES AND WORK RULES

The School Committee is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Medfield, charged with the responsibility for the quality of education in, and the efficient and economical operation of the Medfield School System it is acknowledged that the School Committee has the final responsibility of establishing the policies of the public schools of Medfield. The Union agrees that the Employer, the School Committee of the Town of Medfield, has complete authority over the policies and administration of all school departments which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement. As to every matter not expressly covered by this Agreement and except as are specifically or directly modified by the express language in a specific provision of this Agreement, the School Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance, arbitration proceedings, or unfair practice charge. Should the Union object to any rule or regulation as being violative of this Agreement, it may resort to other functions and responsibilities the School Committee and/or Administration have and in this connection to determine the methods, processes, and type of work to be performed, the schedule of shifts and hours of work, and to select, hire and demote employees, including the right to make and apply rules and regulations of discipline, or otherwise discipline any employees, for just cause, to promote and to lay off because of lack of work, or other cause unless otherwise hereinafter provided.

ARTICLE 3: CONFORMITY TO LAW

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Should any provision of this Agreement be found to be in violation of any Federal or State law, only this provision shall be subject to negotiation between the parties.

ARTICLE 4: DISCRIMINATION AND COERCION

A. The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in a legitimate activity as required by this Agreement on behalf of members of this bargaining unit.

B. Local #1298, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, recognizes its respective responsibility as exclusive bargaining unit without discrimination, interference, restraint, or coercion.

C. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

D. The Employer and the Union agree that they will not discriminate against employees for exercising their rights under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE 5: UNION DUES AND INITIATION FEES

A. MEMBERSHIP IN THE UNION: The Employer will advise all new employees at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new employee. The Employer and the Union recognize the right of any employee, with the exception of those excluded by law, to become or not to become a member of the Union and will not discourage, discriminate or in any other way interfere with the employee in the exercise of these rights. The Employer will also advise the Union of all permanent employees terminating employment with the school department.

B. The provisions of Chapter 150E will commence as of the signing of this Agreement and all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit, who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For existing employees, such payment shall commence thirty (30) days following the date of their employment.

In the event that an employee recognized by this bargaining unit chooses to be a non-member, the employee will be required to pay the agency fees allowable as determined by AFCSME International.

C. The Employer agrees to deduct the monthly Union Dues or Agency Fees from the earnings of an employee who has executed an authorization form. During the life of this Agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the Employer agrees to deduct union membership dues or Agency Fees from the pay of each employee who executes or has executed such form and within thirty (30) days after the withholding, remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues or Agency fees deducted.

D. The Union shall indemnify and save the School Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section.

ARTICLE 6: STRIKES AND SLOWDOWNS PROHIBITED

A. The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing or other similar actions which would involve suspension of or interference with the normal work of the Employer or other town departments. In the event that union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

In consideration of the performance by the Union of its obligation, as outlined above, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Union.

B. The Union and its members agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown, or work stoppage, consorted absences, or other illegal activities directed against the Medfield Public School System. The Union and its members, individually and collectively, agree that if there is a violation of this clause, that is an active participation or involvement in such strike, walkout, slowdown, or work stoppage, consorted absences, or other illegal activities directed against the Medfield Public School System, any or all members of the bargaining unit violating this clause will, at the discretion of the School Committee, be subject to disciplinary action, including discharge or suspension, and the only question that will be subject to the grievance and arbitration procedure, is that of participation or involvement as described above, if the employees and the Union or any individual employee disclaim such activities publicly and in writing to the School Committee and advise the individuals concerned that the activity is illegal and in violation of the contract and instruct them to cease such activity, it or they shall not be liable in any way thereof.

ARTICLE 7. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties which shall involve the application, meaning, or interpretation of this Agreement, shall be settled in the following manner. Grievances involving disciplinary action shall be processed beginning at Step 2 of the grievance procedure. Failure by the Union to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance. In the event that the employer does not answer the grievance within the stated time, it shall be considered denied, and the Union may file the grievance at the next step. Upon mutual agreement, the time limits may be extended.

Step 1: Prior to the submission of a formal grievance, the matter of concern may be discussed orally by the employee and/or the Union representative and the principal of the department head with the objective of resolving the matter informally. Such informal discussions, if they occur, shall not operate so as to extend the time limits set forth below.

The grievance must be submitted in writing by the employee and/or the Union on a mutually agreed to form to be provided for the purpose to the principal or the immediate supervisor. A grievance must be submitted within ten (10) working days after the occurrence, or first knowledge of the occurrence, of the matter which gave rise to the grievance, or the grievance shall be deemed to have been waived. The principal or department head shall meet with the employee and/or the Union in an attempt to adjust the matter and shall respond in writing within ten (10) days after receipt of the grievance.

Step 2: If the grievance has not been settled under Step 1, it shall be presented in writing by the employee and/or the Union to the Superintendent within ten (10) working days after the Step 1 response is due. The Superintendent shall meet with the employee and/or the Union in an attempt to adjust the matter and shall respond in writing ten (10) working days after receipt of the grievance.

Step 3: If the grievance has not been settled under Step 2, it shall be presented in writing by the employee and/or the Union to the School Committee with ten (10) working days after the Step 2 response is due. The School Committee shall meet with the employee and/or the Union in an attempt to adjust the matter and shall respond in writing within (10) working days after receipt of the grievance.

Step 4:

- A.** If the grievance has not been settled under Step 3, the Union may refer the grievance to arbitration by filing with the American Arbitration Association within twenty (20) working days after the Step 3 response is due. Arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association.
- B.** The arbitrator shall be without power or authority to modify or alter the terms of this contract.
- C.** The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days after the hearing is declared closed. The decision shall be final and binding on both parties.

- D. Each party shall bear the expense of its representative, participants, witnesses, and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties. In no event shall any present or future member of the School Committee have any personal obligation for any payment under any provision of this arbitration procedure. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. Copies will be made available to the other party and to the arbitrator on an equal sharing of charges for such record.

ARTICLE 8: CONDITIONS OF TIME

A. HOURS:

1. The work week for full-time employees shall consist of five (5) consecutive seven-and-one-half (7 ½) hour days, Monday through Friday, inclusive. Other employees shall work for the number of hours assigned to their employment positions.
2. Each employee shall be scheduled to work a regular daily assignment with regular starting and quitting times. Discussion between the Employer and employee shall precede changes in work schedules.
3. With administrator approval, members of the bargaining unit shall have the privilege of leaving one-half hour early Friday afternoons, when all duties are completed.
4. The regular hours of work each day shall be consecutive, except for a thirty (30)-minute lunch break.
5. All employees' work schedules shall provide for a fifteen (15) minute coffee break during each working day.
6. Employees are expected to work on any day that school is in session.

B. SCHOOL VACATION PERIODS:

Members of the bargaining unit may be required to work an aggregate total of three (3) days during the two (2) regular school vacation periods in February and April.

C. TYPES OF EMPLOYMENT:

All positions subject to the provisions of this Agreement shall fall into one of the following categories:

- a) **12 Month Full-Time**: Regularly scheduled to work 37.5 hours per week two weeks prior to Labor Day through June 30 exclusive of the three school vacation weeks and 25 hours per week July 1 through two weeks before Labor Day.

The Secretary to the Director of Student Services may request at the beginning of each school year to work the same number of weeks as the Director is required to work. The request may be granted, denied, or modified by the Superintendent. By May 1, the secretary would be advised of the decision.

b) **12 Month Part-Time:** Regularly scheduled to work 20 hours per week or more but less than 37.5 hours per week July 1st through June 30 exclusive of the three school vacation weeks.

c) **10 Month Full-Time:** Regularly scheduled to work 37.5 hours per week two weeks prior to Labor Day through June 30th exclusive of the three school year vacation weeks.

d) **10 Month Part-Time** Regularly scheduled to work less than 37.5 per week two weeks prior to Labor Day through June 30th exclusive of the three school year vacation weeks.

e) **Regular School Year Part Time:** Regularly scheduled to work less than 37.5 hours per week exclusive of the three school year vacation weeks.

D. OVERTIME:

1. Employees covered by this Agreement shall be compensated for work performed between 7.5 and eight (8) hours a day and between 37.5 and forty (40) hours per week at straight time either in flex time or dollar compensation. Any work performed after eight (8) hours a day or forty (40) hours per week is time and one half. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

2. Overtime shall be distributed among personnel in each school or area who ordinarily perform such related work in the normal course of their work week. When, in the case of emergencies, it is necessary to call in personnel from other schools or areas other than the school or area in which they normally perform such related work, they shall be released from their duties first when the workload lessens.

3. The Employer shall keep records of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the union representative or the chapter chairperson with the supervisor.

4. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. In an emergency, the Employer may require the employee to work overtime. Employees may be recalled after completing their assigned work day. The time of employees reporting to work shall be the time at which the overtime shall commence.

5. Employees called back to work by a responsible administrator on the same day, after having completed their assigned work and left their place of employment and before their next regularly scheduled starting time, shall be paid at the rate of time and one-half (1 ½).

6. For all hours worked on recall, the employee will be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½).

E. HOLIDAYS:

1. The following days shall be considered to be paid Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4th*	Christmas Day
Labor Day	

2. On any half-school day prior to a regular vacation or holiday, the employees shall be allowed to leave when regular duties permit, and shall be paid for a full day.

3. In the case of half-days before holidays and vacations, employees may not leave before the school buses for their school are scheduled to drop off students.

4. Employees will not be required to work on President's Day or Patriot's Day. During years when school does not open until the day after Labor Day, employees will not be required to work on the Friday before Labor Day. Employees shall not be paid for this day. If the Friday before Labor Day is a school day then all employees are required to work and will be paid accordingly.

5. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered the holiday unless school is in session. Then, the nearest working day when school is not in session will be considered to be the holiday.

- *6. July Fourth** will be a paid holiday for employees who work less than twelve (12) months provided that they work a full July Fourth week (other than the holiday).

7. Holiday pay shall be paid at straight time rate for all employees working regardless of regular daily assignment. Any employee, who is required to work on a holiday, shall be paid at two (2) times the employee's regular rate of pay in addition to the holiday pay.

8. If a holiday occurs within an employee's vacation period, he/she will not be charged a vacation day for the holiday.

9. In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday unless excused by the immediate supervisor.

F. VACATIONS:

1. The vacation year shall be the period July 1 to June 30, inclusive. Each member shall be credited with earned vacation as of June 30 of each year, calculated from the date the employee became a member of the bargaining unit. The following annual vacations with pay shall be granted to all members of the bargaining unit:

<u>Time of Continuous Employment As of July 1 of each Year:</u>	<u>Length of Vacation:</u>
6 months up to one year	5 days
1 year, but less than five (5) years	10 days
5 years, but less than ten (10) years	15 days
10 years or more	20 days

*Effective 7/1/2017 all 12 month employees only: for each year worked after 10 years but less than 15 years will accrue one additional vacation day.

2. Employees terminating their employment with the School Department shall receive payment in lieu of any earned vacation not yet taken in the calendar year of their employment termination. The vacation entitlement upon termination shall be the product of the number of full months of service in the final vacation year divided by twelve (12) and multiplied by the number of days of annual vacation entitlement as of the date of termination.

3. Time available for vacation is to be only those weeks when school is not in session during the months of July and August, excluding the two (2) weeks before the Labor Day week. The weeks of school vacations in December, February, and April will also be available for vacation. Employees intending to have these weeks credited as paid vacation must notify the Director of Finance and Operations one month in advance to insure payment.

4. Employees who work in the Business Office may carry over up to five (5) days into the next fiscal year. Effective 7/1/2017: All 12 month school employees are able to carry over up to three (3) vacation days. All carryover days shall be used between October and May of the year following the year in which they were earned.

G. LEAVES OF ABSENCE

1. Leave without Pay: Except as otherwise provided in this Agreement, a leave of absence without compensation or increment of up to one (1) year may be taken by persons who have at least five (5) years of continuous employment with the Medfield School System. Such leave of absence shall be granted only with the consent of the Superintendent of Schools.

a) At its sole discretion, the Superintendent may extend any granted leave upon the request and justification by the employee, and upon the recommendation of the immediate supervisor.

b) An employee returning to work from an authorized leave of absence shall return at the same seniority and salary level that he/she had prior to the granting of such leave, but shall not accrue seniority or other benefits for the period of such leave. Employee must notify employer of intent to return on or before March 1, prior to the start of the employee's regular start date. The employer will indicate this notification date in the initial letter, approving the leave of absence.

2. Sick Leave:

a) Sick leave shall be granted in the amount of fifteen (15) days annually and shall be cumulative without limit. Sick leave shall be credited annually on July 1st of each year, except during the first year of employment during which year sick leave shall be credited on a pro-rata basis.

aa) Employees who become members of the bargaining unit on or after July 1, 2011 shall be granted sick leave as follows: 12-month employees shall receive 15 days annually, school year employees shall receive 12 days annually, and 3 day/week, school year secretaries shall receive 7 days annually. Members may designate four (4) of their annually allotted sick days as family illness days.

b) A doctor's certificate may be requested at the discretion of the Superintendent after an absence of five (5) consecutive school days or after five (5) separate absences. An original (not photocopy or fax) must be submitted prior to the employee returning to work.

c) Sick Leave Buyback: Employees covered by this Agreement, who have completed ten (10) years of continuous service in the Medfield Public School System, shall be entitled upon retirement or in the event of death, to compensation in a lump sum according to the following formula:

10 years – 10% not to exceed 50 days
11 years – 10% not to exceed 60 days
12 years – 15% not to exceed 70 days
13 years – 20% not to exceed 80 days
14 years – 25% not to exceed 90 days
15 years – 50% not to exceed 100 days

of the then unused accumulated sick leave, not to exceed 100 days. The computation will be computed on **Step 4 of the employee's current category**. Accumulated sick leave will be calculated based on the average number of hours per day worked by the employee. Employees who retire at a date other than at the conclusion of a school year shall have their sick leave credit for their final year of employment pro-rated based on the number of months they worked during the last school year.

The benefits enumerated in this section shall be provided:

- in the event of retirement, written notice shall have been given seven months prior to the effective date of retirement;
- to those persons retiring effective in the months July through December, within thirty days of the effective date of retirement; and
- to those persons retiring effective in the months of January through June no later than the last day of July in the year in which the retirement is effective.

The notice provision may be waived by the Employer in extenuating circumstances.

d) Sick Leave/Workmen's Compensation:

i) An employee who is incapacitated by reason of an injury sustained in the course of and arising out of employment by the Town may elect to receive from accumulated sick leave the difference between the normal work week compensation and the weekly indemnity of the Workmen's Compensation Act, beginning with the first day of incapacity.

ii) If a question exists as to whether an employee is entitled to compensation under the Workmen's Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits.

e) Sick Bank:

In the event the need arises, the bargaining unit may establish a Sick Leave Bank for members to draw against in case of an extended illness or accident which has depleted a member's accumulated sick leave days. Participation in this Sick Bank is on a voluntary basis. A copy of the guidelines for the administration of the Sick Bank shall be provided to the Director of Finance and Operations' Office.

i) To establish this Sick Bank, each member of the bargaining unit who wishes to participate will be required to contribute one day.

ii) In the event the Sick Bank is depleted, members will be requested to donate an additional day. In the event of an extended illness or accident, this process will be repeated. Members will not be requested to donate more than three (3) days in a year. However, members do have the option to donate more than three (3) days per year, if they so desire.

iii) Any member may withdraw up to thirty (30) days per year from the Sick Bank.

iv) Additional sick days beyond the first thirty (30) may be granted, but only with the approval of the Superintendent.

v) A committee of three (3) members of this bargaining unit will administer the Sick Bank. Guidelines will be subject to the approval of a majority.

vi) Whereas the administration of the first thirty (30) days of the Sick Bank rests solely upon the discretion of the bargaining unit; the administration of this provision of the contract is not subject to grievance and/or arbitration.

f) **"Extended Sick Leave"**: In the event that an employee is out with a long term illness in excess of six (6) months (if they are a full year secretary) or in excess of ninety (90) school days (if they are a school year secretary), they will no longer accrue additional sick leave (after six months or ninety days), they will receive their vacation prorated for sick leave taken (in excess of six months or ninety days) and they will no longer be eligible for holiday pay (they may use accrued sick days to be paid for holidays). Employees on Workmen's Compensation are excluded from the provisions of this paragraph.

3. Funeral and Bereavement Leave/Family:

- a) Employees shall be granted up to four (4) days from the date of death excluding weekends, in the event of the death of a member of the employee's immediate family. Reasonable extension may be granted by the Superintendent to take bereavement leave at a later date. (For the purpose of this section, immediate family shall be defined as: spouse, child, grandchild, parent, parent-in-law, sibling, step-parent, step-child, step-brother/sister, significant other, or other member of the employee's immediate household.)
- b) Employees shall be granted three (3) days at any one time in the event of death, from the date of death excluding weekends, of a member's grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, unless said relative is a member of the immediate household, in which event the employee will be entitled to the aforesaid four (4) days.
- c) Employees shall be granted leave up to a maximum of four (4) days, non-cumulative, in the event of serious illness of a member of an employee's immediate family, which requires bedside or household attention by the employee. (For the purposes of this section, immediate family shall be defined as spouse, child, parent, parent-in-law, sibling, or other member of the employee's immediate household.)
- d) At the request of the employee, days allowable under Family Illness may be added to days taken in the case of Funeral/Bereavement Leave.

4. Religious Days: The Employer agrees to grant three (3) days for religious reasons at the discretion of the Superintendent.

5. Personal Leave: All twelve-month employees in the bargaining unit shall be granted three (3) days of absence for personal reasons each fiscal year without loss of pay. School year employees in this bargaining unit shall receive two (2) days of absence each fiscal year, except those employees regularly working three days per week who shall receive one (1) day of absence each fiscal year. Approval of the request may be granted by the immediate supervisor. Application for personal leave must be made at least forty-eight (48) hours' before taking such leave except in case of an emergency. Unused personal days will be added to accumulated sick days.

No personal day may be used before or after a school vacation, school recess, or school holiday period for the purpose of extending said vacation, recess, or holiday.

6. Maternity Leave: Maternity leave shall be granted up to eight (8) weeks pursuant to the provisions of Chapter 149, Section 105D.

7. Military Training: Regular full-time employees with more than one (1) year continuous employment by the Town next prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for normal working period of two weeks and the amount paid for military training. An employee, on request, may combine military leave with the regular vacation period.

8. Professional Leave: The School Committee at its sole discretion may grant members of the bargaining unit leaves of absence with pay for the purpose of attending educational seminars, meetings, training institutes, and other activities that have a demonstrable relationship to the improvement of secretarial skills.

a) "With Pay" shall include transportation, meals, and lodging when they apply.

b) The day(s) used in this manner shall not be subtracted from the sick leave and/or personal leave of the individual.

c) The Superintendent may direct members of the bargaining unit to take such leaves for the purposes and on the conditions outlined above. Directed leaves shall be at the expense of the School Department, and members shall submit detailed expense vouchers to the Superintendent at the conclusion of such leave.

d) Members on professional leave shall file a written report with the Superintendent upon request.

9. Conferences: Leave with pay to attend local area education conferences will be granted at the discretion of the Superintendent.

H. GENERAL CONDITIONS OF TIME:

When school is cancelled due to inclement weather or other emergency situations, members of the bargaining unit will not be required to work. At the discretion of the Superintendent, offices may be opened after the storm or other emergency has subsided and the office is accessible and parking is available. If the employee is then requested to work and he/she chooses to do so, it will be considered a full-paid day. If the employee is requested to work and chooses not to, he/she may take a personal day or an unpaid day.

In cases other than snow/emergency days, if an employee does not have access to perform his/her regular duties due to no fault of their own, or clerical duties cannot be assigned elsewhere, the employees may be released from work and the day shall be considered a paid day.

Prior written approval from the employee's immediate supervisor must be obtained before any adjustment of regular hours. If **flex time** is granted, the employee must make up such time within two (2) weeks after the request is approved.

In unusual circumstances, but related to a school situation, a building administrator or director may mutually agree to adjust an employee's time beyond their normal workday. The building administrator or director must notify the central office of such arrangements.

Elementary secretaries will work five additional days during the summer per building. These days can be flexible and are determined in conjunction with the building principal. The five work days can be split among the building secretarial staff. Effective July 1, 2018 the elementary summer school days will increase from five (5) days to ten days (10).

ARTICLE 9: CONDITIONS OF COMPENSATION AND CLASSIFICATION

Pay for all twelve (12) month employees shall be prorated and paid over 26 pay periods, July 1 through June 30. It is to be understood that if a pay period falls during a school vacation week, paychecks will not be mailed, but rather will be available upon the conclusion of the school vacation. It is further understood that school year employees shall continue to be able to have their final paycheck prior to the summer recess mailed to their residence. Any work in addition to the defined work year shall be submitted on payroll time sheets and paid according to that procedure.

A. ADMINISTRATION OF THE SALARY PLAN

1. Entrance Pay: On appointment, an employee shall be placed at the minimum of the salary range assigned to the class to which appointed. However, with prior approval of the central administration, appointments may be made at higher steps of the salary range.

2. Annual Step Increments: For employees employed between July 1 and December 31, a step increment, where granted, shall be paid the following July. For employees employed between January 1 and June 30, a step increment, where granted, shall be paid the July following the year of appointment. In subsequent years, step increments, when granted, shall become effective on July 1 of each work year. An employee who is not recommended for a step increment will be notified in writing by the Superintendent or designee prior to June 1 of each contract year. The provisions of this paragraph (#2) are subject to the grievance procedure. The compensation rate for secretaries within the bargaining unit will advance to the next step, but remain at the same grade.

3. Longevity: After completing seven (7) years of consecutive service, a one-time longevity base payment of \$100 shall be paid on July 1. For each additional year, the employee will receive an additional \$60 per year. Effective July 1st, 2018 the one-time longevity payment shall increase to \$500.00 and the employee will continue to receive an additional \$75.00 per year.

4. It is agreed that employees may be given credit for other secretarial experience.

B. CLASSIFICATION PLAN AND PAY RATES

In this Agreement, and made part of it as Appendix A, there shall be a list of positions and pay rates for said positions. Appendix A shall include all positions covered by this Agreement, the steps, and the rate range for each position

C. JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and the compensation received for Jury Duty.

D. ADDED BENEFITS

1. Health Insurance: The Medfield Schools support the opportunity for all employees, working twenty (20) hours per week or more, to participate in the Town of Medfield Health Insurance Program.

2. Travel Allowance: A travel allowance at the IRS rate per mile shall be paid to an employee when it is necessary, in the course of employment, to use the employee's automobile. Such mileage shall not be paid from the employee's home to the first stop or from the last stop to the employee's home.

3. Tuition Courses/Workshops: Employees shall receive up to full reimbursement for tuition courses and workshops, directly related to job skills, for not more than one (1) course per fiscal year, if approved by the Superintendent. Employees receiving benefits under this section will agree to continue employment with the Medfield School System for one (1) year beyond the extent of the course. If this is impossible, the benefits received shall be refunded to the Town.

4. In-Service Training: In-Service Training is a necessary aspect of the job in order that skills may be maintained and updated. In line with this, the Union recognizes the right of management to assign personnel to conferences, in-service training programs, etc., as needs dictate, provided the employees are reimbursed for reasonable expenses incurred during these sessions, and provided further that employees, at the discretion of the Superintendent, may be excused for personal reasons. Pay for in-service sessions shall be at the regular rate of pay.

E. JOB POSTING AND BIDDING

1. When a position covered by this Agreement becomes vacant, a new position is created, or an existing position modified with respect to the number of hours and/or the length of its work year, the duly authorized representative of the Union will be notified prior to posting of the position as follows: such vacancy shall be posted in each school building in a conspicuous place listing the pay category, hours, duties, area, and qualifications. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) working day period. The position may be advertised publicly at the same time. Prior to the awarding of the position, all internal applicants shall be interviewed by the administrator involved with the position. Within twenty (20) school or work days of the expiration of the posting period, the Employer shall hire the most qualified applicant from within the bargaining unit for the position, as long as they meet the minimum qualifications for the job.

2. Should the successful applicant be presently employed in the School System, he/she shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, during or at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, the employee shall be returned to the old position and rate.

3. When an employee is temporarily assigned at the request of an administrator, but not promoted to a higher class of work, the employee shall receive the regular rate of pay. However, if such assignment is for a period in excess of five (5) days, the employee shall receive the rate of the new position for the employee's present step, and in no event shall the employee receive less than the employee's present rate of pay. Pay shall be retroactive to the first day of the new assignment.

4. If a member of the bargaining unit is assigned to the position of Administrative Assistant to the Superintendent, Secretary to the Superintendent, or Secretary to the Director of Finance and Operations for less than five (5) days but not promoted to the position, the employee shall

receive the regular rate of pay. However, if such assignment is for a period in excess of five (5) days, the employee shall receive a ten-percent (10%) increase in pay, which shall be retroactive to the first day of the new assignment.

F. SENIORITY/REDUCTION IN FORCE

1. Seniority standing shall be granted to all employees except those in the temporary or seasonal status. Seniority means length of continuous employment in any or all positions covered by this Agreement. An employee shall acquire seniority during the probationary period, which shall be six (6) months after the date that employment began.

2. After completion of six (6) months, seniority reverts to the date that employment began. Such probationary employees may be discharged during their probationary period by the Employer without the same causing a breach of this Agreement or constituting a grievance.

3. In the event a reduction in force is required, the following procedure shall apply:

a) The principle of seniority shall govern in the case of a decrease in the in the work

b) Any employee due to be laid off due to reduction in force shall have the right to bump an employee having less seniority in the same or lower classification for which the bumping employee is qualified as outlined in the existing job description. Except for the position of Accounts Payable, the classifications coincide with the salary grade schedules of the contract.

c) Laid off employees shall have recall rights for one year. Recall rights will be based on the date of notification of layoff.

d) The most senior employee laid off shall be recalled first.

e) This procedure shall apply to the job classifications as listed in Appendix A of this Agreement.

f) The above procedure will not apply to the Bookkeeper/Accounts Payable position

g) The only exception to the procedure noted above is that any person with two (2) consecutive unsatisfactory annual evaluations in the classification where a reduction in force is required, will be reduced first. If any evaluation is unsatisfactory, the administrator doing the evaluation must state it as such.

h) If a position is to be eliminated, the chapter chairperson shall be notified in writing as soon as the decision is made by the School Committee to eliminated the position.

ARTICLE 10: GENERAL CONDITIONS

A. PERSONNEL RECORDS

1. A copy of any written statement or report, which is critical of or of an unsatisfactory nature concerning an employee made by a member of management or a designated supervisor which is to be retained by the Employer in the employee's personnel file, shall be shown to the employee who shall certify in writing that it has been read. If the employee refuses to sign a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging the fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as possible.

2. No action shall be taken by the Employer solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's rebuttal shall be filed in the employee's personnel file.

B. BULLETIN BOARD

1. Bulletin board announcements shall be posted in conspicuous places in each school building, such location to be by mutual agreement. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

C. SECURE WORKING CONDITIONS

1. No employee covered by this Agreement shall be required to work alone in an unattended building. In the event that such a condition occurs, the employee shall notify the employee's immediate supervisor or the Office of the Superintendent of Schools who shall temporarily transfer the employee to another location. If the Superintendent or supervisor sends the employee home, the employee shall suffer no loss of pay.

D. ANNUAL REVIEWS

The performance of all secretarial personnel shall be evaluated on a yearly basis. The evaluation will take place by June 15. The employee's immediate supervisor will obtain input into the evaluation from other personnel as they deem appropriate and will conduct the evaluation. The employee shall be provided with a copy of the evaluation instrument during the month of February. The employee will be provided the opportunity to perform a self-evaluation and to provide their immediate supervisor a copy of this self-evaluation by the end of February.

The evaluation should consist of:

- a) An objective review and evaluation of the employee's performance in relation to the job description and any goals established for the employee for the year in progress.
- b) The establishment of individual goals for the coming year.
- c) Employees shall be required to sign the written evaluation indicating only that the document has been reviewed with them. Employees shall be provided the opportunity to attach their written comments to the evaluation as prepared by the supervisor. The written evaluation, with the employee attachment, if any, shall be maintained in the Superintendent's Office.

E. UNSATISFACTORY EVALUATION

In the event that the employee receives an unsatisfactory evaluation, the employee shall be provided with a performance improvement plan which shall be reviewed with the employee during the evaluation process. The performance improvement plan will be in effect for six months or such other duration as may be mutually agreed. During the period in which this performance improvement plan is in effect, the employee and their immediate supervisor shall periodically review the employee's progress in attaining the results outlined in the performance improvement plan. At the conclusion of the period stipulated in the performance improvement plan, the employee shall be provided a subsequent evaluation which shall be attached to the annual evaluation and maintained in the employee's personnel file.

Should the subsequent evaluation result in an unsatisfactory and/or unimproved rating, a disciplinary hearing will be held to determine the appropriate action to be taken. It is understood that the imposition of discipline may be subject to the grievance and arbitration procedure as outlined in Article 7 of this Agreement.

ARTICLE 11: EFFECTIVE DATES

A. This contract shall be in effect from **July 1, 2017 to June 30, 2020**, and shall continue in effect until either party notifies the other of its desire to open for negotiations.

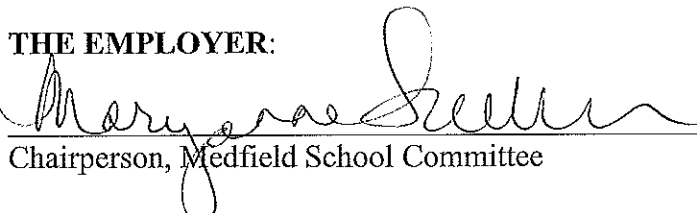
B. It is agreed by the School Committee and the Union that the implementation of this contract in the second year is contingent upon appropriation of funding at Town Meeting. In the event such funding is not approved, both parties agree to re-negotiate the salary increase provisions of this Agreement.

C. Salary schedules are detailed in Appendix A.

D. The Union and the Employer agree that each had a right to bargain for any provision that they wished in this contract, and each expressly waived the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract, and that the present contract constitutes a complete agreement on all matters, and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

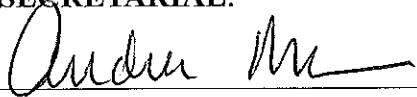
THIS AGREEMENT ENTERED INTO THIS _____ DATE OF _____ IN THE YEAR 2017,

THE EMPLOYER:


Chairperson, Medfield School Committee

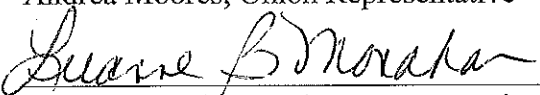
Date

SECRETARIAL:


Andrea Moores, Union Representative

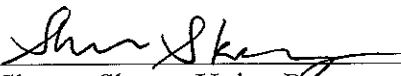
7.1.2017

Date


Luanne Monahan, Union Representative

7/1/17

Date


Sharon Skerry, Union Representative

7/1/17

Date

FOR THE A.F.S.C.M.E., AFL-CIO:


A.F.S.C.M.E., AFL-CIO Representative

7/1/17

Date

APPENDIX A GRADE CLASSIFICATION AND SALARY SCHEDULE

Salaries for all employees who are members of the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #93, Local #1298, are based upon grades for the positions listed below:

Category 5	Bookkeeper/Accounts Payable (A)
Category 4	Secretary to the Building Principal H.S. and M.S. (A) Secretary to the Building Principal Elementary (C) Secretary to the Director of Student Services (A)
Category 3	Secretary to the Guidance Department H.S. and M.S. (C/E)
Category 2	Secretary to the H.S., M.S., *Elementary School (C/D) Secretary in Student Services (C/D) Secretary in Office of Curriculum and Assessment (A)
Category 1	Secretary in Food Services (E)

A= 12 Month Full-Time

B= 12 Month Part-Time

C= 10 Month Full-Time

D= 10 Month Part-Time

E= Regular School Year Part-Time

* Effective 7/1/2018 the Elementary School Secretary hours will increase from 25 hour per week to 30 hours per week.

JOB DESCRIPTIONS: A committee will be formed to review and update the job descriptions that fall under this bargaining unit to accurately reflect the current job responsibilities of its members.

SECRETARIAL CONTRACT SALARY SCHEDULE

July 1, 2017 – June 30, 2020

2017-2018 Salary Base Schedule: (2%)

1	17.75	18.45	19.15	19.98	20.75	21.59	22.25
2	18.55	19.35	20.07	21.00	21.94	23.25	23.94
3	18.84	19.57	20.32	21.26	22.38	23.66	24.40
4	19.49	20.38	21.10	21.95	22.83	24.11	24.83
5	20.71	21.71	22.41	23.32	24.17	25.45	26.21

2018-2019 Salary Base Schedule: (2%)

1	18.10	18.82	19.53	20.38	21.16	22.03	22.69
2	18.92	19.74	20.48	21.42	22.38	23.71	24.42
3	19.22	19.97	20.72	21.68	22.83	24.14	24.89
4	19.88	20.79	21.53	22.39	23.28	24.60	25.32
5	21.12	22.14	22.86	23.78	24.66	25.96	26.74

***2019-2020 Salary Base Schedule: (2%)**

1	18.47	19.20	19.92	20.79	21.58	22.47	23.14
2	19.30	20.13	20.88	21.85	22.83	24.18	24.91
3	19.60	20.36	21.14	22.12	23.28	24.62	25.38
4	20.28	21.20	21.96	22.84	23.75	25.09	25.83
5	21.54	22.58	23.31	24.26	25.15	26.48	27.27

***All members who are at their highest step will receive a one time payout of \$500.00 on 7/1/2019.**